

# **ERIE COUNTY**

# REQUEST FOR PROPOSAL (RFP) TO PROVIDE –PROFESSIONAL SERVICES TO PROMOTE, RECRUIT FOR, AND COORDINATE THE LIVING HEALTHY PROGRAM

RFP #1430VF

Aug 11, 2014

Erie County Department of Senior Services
Randall A. Hoak
Commissioner
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

# **COUNTY OF ERIE, NEW YORK**

# REQUEST FOR PROPOSALS ("RFP")

#### **RFP #1430VF**

# TO PROVIDE <u>PROFESSIONAL SERVICES TO PROMOTE, RECRUIT FOR, AND COORDINATE THE LIVING HEALTHY PROGRAM</u>

#### **I. INTRODUCTION**

The County of Erie, New York (the "County") is currently seeking Proposal Statements from qualified organizations interested in providing professional services to promote, recruit, and assist in coordinating the Erie County Living Healthy Program, which currently includes the Chronic Disease Self-Management Program (CDSMP) and Diabetes Self-Management Program (DSMP). Proposers interested in providing these services are invited to respond to this request.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

#### II. PROPOSAL PROCEDURES

# A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP: August 11, 2014

Proposals Due: September 8, 2014

Selection Made: September 18, 2014

Contract Signed: Following all necessary County approvals

#### **B. GENERAL REQUIREMENTS**

- 1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposals shall be limited to five (-5-) pages plus required supplemental information.
- 2. One (1) original shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
- 3. Submission of the proposals shall be directed to:

Commissioner Randall A. Hoak Erie County Senior Services room 1344 95 Franklin Street Buffalo, NY 14202

All proposals must be delivered to the above office on or before September 8, 2014 at 3:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

Requests for clarification of this RFP must be written and submitted to Mr. Randall Hoak at <a href="mailto:randall.hoak@erie.gov">randall.hoak@erie.gov</a>. Questions may be submitted up until 4:00 p.m. on **August 20**, **2014**. Formal written responses will be posted by the County by August 25, 2014 and will be available at <a href="http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids">http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids</a>

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

- 4. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
- 6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- 7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
- 8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

# III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

**A. Contract period**: October 1, 2014 to December 31, 2015 (15 months)

#### **B. Compensation**: not to exceed \$40,000 for 15 month period

### C. Background:

The Erie County Department of Senior Services is the Area Agency on Aging in Erie County, NY. Annually, the Department serves over 15,000 older adults of all health levels. This includes several thousand clients served by NY Connects, which delivers comprehensive information and assistance, options-counseling, and referral to programs and services. The range of other services supported by the Department of Senior Services—either through subcontracts with community-based agencies or through direct provision—includes case management; transportation; in-home care; health insurance counseling; congregate and home-delivered meals; health promotion; training, counseling and respite for caregivers; and other supportive services.

CDSMP and DSMP are Stanford model self-management programs--national, evidence based, health education programs for people with one or more chronic conditions. They help people find practical ways to deal with day to day management of chronic conditions like asthma, diabetes and hypertension. The workshops are led by two trained Peer Leaders; at least one of the two people leading the workshop has a chronic condition or is a caregiver of someone with a chronic condition. Peer Leader training is provided by Master Trainers and entails four full days.

## D. The Project:

The County is currently seeking Proposal Statements from qualified organizations interested in assisting the County in developing a coordinated system for providing Stanford model self-management classes (CDSMP and DSMP) throughout Erie and Niagara Counties.

Tasks to be accomplished by successful organization:

- Task 1: Work with the Department to identify current practices for system development including recruitment, retention, tracking credentials, supporting Master Trainers and Peer Leaders, and monitoring program fidelity.
- Task 2: Assist in developing a quality improvement plan for the Living Healthy program, including an improved communication and support structure for peerleaders, and improved processes for monitoring system capacity.
- Task 3: Work with the Department to align the Living Healthy program with requirements that qualify classes for Medicare reimbursement.
- Task 4: Work with the Department and community partners to develop and implement an outreach plan that will recruit people who have a personal knowledge of chronic disease to be trained as Peer Leaders in Erie County.
- Task 5: Work with the Department and community partners to build Living Healthy program capacity to a minimum of 4 new classes starting each month throughout Erie County. This includes day to day responsibility for recruiting and training new Peer

Leaders; identifying class sites; scheduling classes, and coordinating Peer Leaders for said classes; and recruiting participants.

Task 6: Work with the Department to develop and assist in implementing a plan to bring awareness of CDSMP and DSMP to local physicians, community health clinics, senior centers, senior housing, and other health or wellness related programs in the community.

Task 7: Coordinate with the Department on marketing efforts.

Task 8: Gather required statistical data as needed and report to Department of Sr. Services when requested. Data entry may be on EXCEL or other computer software.

#### E. ORGANIZATIONAL CAPACITY AND EXPERIENCE

All proposals must include sufficient information to establish that the proposer(s) have the organizational capacity to provide consistent and reliable service to participants of the Living Healthy program, including having a minimum of one Master Trainer of Stanford model self-management classes (CDSMP and DSMP) on staff.

Proposals must include a description of the applicant organization and any partner organizations, including staff size, operating budget including major funding sources, structure and a general description of services/programs offered and population(s) served, particularly in relation to the proposed project. Descriptions should include the following:

- 1. The mission of the organization.
- 2. The geographic areas the organization currently serves. Be as specific as possible using zip codes, counties or other appropriate parameters.
- 3. A description of the organization's experience providing Stanford model self-management classes.
- 4. A description of the organization's experience working on coalitions, including coordinating services and programs with community partners.
- 5. A description of the organization's experience doing outreach, volunteer recruitment and volunteer retention.
  - 6. Credentials and professional experience of key personnel, including Master Trainers and Peer Leaders.

## IV. STATEMENT OF RIGHTS

#### **UNDERSTANDINGS**

<u>Please take notice</u>, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;

- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP:
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may
  cause any proposal to arrive beyond the stated deadline. To be considered, proposals
  MUST arrive at the place specified herein and be time stamped prior to the deadline

#### **EVALUATION**

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in
  arrears upon any debt or in default of any obligation owed to the County. Additionally,
  no agreement will be awarded to any proposer that has failed to satisfactorily perform
  pursuant to any prior agreement with the County.

#### CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a fifteen (-15-) month period commencing October 1, 2014 and terminating December 31, 2015.

#### INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule "B".

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

#### INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

# **NON-COLLUSION**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

#### CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

#### **COMPLIANCE WITH LAWS**

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The

preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

#### CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

#### "NOTICE

The data on pages \_\_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "\* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

#### EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

#### **SCHEDULE "A"**

#### PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

	Proposer Name	
By:		
-	Name and Title	

# SCHEDULE "B"

# STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate  LAW-1 INS (Rev. 3/06)  This certificate does not amend, extend or after the coverage afforded by the standard form policies listed below.								
I				III Companies Affording Coverages				
Insured Name Address			A					
	Zip	no No			В			
1	Nan	ne No. 19						
lesuing		ress			С			
Agency	ZIp Pho	ne No.			D			
IV 7	This is i	to certify that the polici	es listed below have b	een issued to the insu		e and are in force at this time.		
indicate 1	Туре о	finsurance By Chec	king the Box	Policy	Effective Date	Limits of Liability in Thousands		
Compa	nv	1. General Liability		Number	& Expiration	Check the Box  Bodily Injury	Occurrence	Aggregate
Letter -	•	Comprehen	sive Form			Property Damage		
from III al	bove	Premises ar						
			impleted Operations					
		☐ Independen	t Contractors			OR		
		Contractual Personal in	un/			Combined Single Limit		
		. –	Property Damage			Goniumed omgre cons.		
		Explosion, 0						
		☐ Undergroun	d Hazard					
		2. Automobile Liabi	llity					
		☐ Comprehen				☐ Bodily injury		
		0				Property Damage		
		☐ Schedule Fo				OR  Combined Single Limit		
		_ own				Contained Single Limit		
		non-						
		3. Excess Liability						
		☐ Umbrella Fo				Bodily Injury & Property	ſ	
		OR					_	
		other than u				Damage Combined	\$	
		both	☐ general			Self Insured Retention	\$	
		4. Worker's Compe	neation &			Statutory		
		Employer's Liabi	lity			,		
		Disability Benefit	18			Statutory		
		5. Other						
V. Count	v of B	rie is included as an	additional insured ur	der the following Po	olicy numbers:			
	_					for all locations in the County	of Erle, NY.	
			•			xpiration thereof or not renew		
						the Certificate Holder, but fall	ure to mall	
			tion or liability of any a Holder	Ring upon the comp	oany, its agents	or representatives.		
VIII. Name and Address of Certificate Holder Date Issued 8. Recipient of Notice:			Date Issued					
· · · · · · · · · · · · · · · · · · ·			Auth. Represent	ative				
	c/o Department of Law							
	69 Delaware Avenue Suite # 300 Firm name & address Buffalo, NY 14202							
	аю, гч 858-2							
			_					
FOR CO	FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate							
Purchase Order or Contact Number								
			Vendor Insurance C	lassification				

#### INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
  - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
  - B. Coverage must comply with all specifications of the contract.
  - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

	Α	В	С	D	E	F	G
Vendor	Construction	Purchase or Lease	Professional	Property Leased	Concession-	Livery	All Purposes
Classification	and	of Merchandise or	Services	To Others Or Use	Aires	Services	Public
	Maintenance	Equipment		Of Facilities	Services		Entity Contracts
				Or Grounds			
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note:					See note below
- X.C.U.		Comprehensive					
- Personal Injury		Form Not Required	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL				
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
& Employers Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be	Gen. Liab., Auto	Broad Form	Gen. Liab., Auto				
Named Add'l Insd. On	Liab., & Excess	∨endors May	Liab., & Excess				
		Be Required					

<sup>\*</sup> Construction contracts require excess Umbrella Liability limits of \$3,000,000.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

- V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
- VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

<sup>\*\*</sup> Snow removal contracts require evidence of broad form property damage.

<sup>\*\*\*</sup> In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

<sup>\*\*\*\*</sup> Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.